

REMARKS/ARGUMENTS

Claims 1, 2, 4-7, 9-21 and 25-30 were rejected under 35 U.S.C. §103(a) over U.S. Patent No. 6,868,400 to Sundaresan et al. in view of U.S. Patent No. 5,615,269 to Micali. This rejection is respectfully traversed.

As discussed in the Amendment filed May 4, 2005, the Sundaresan patent is not prior art to the present application. For at least that reason, Applicant submits that the rejection is misplaced.

Additionally, however, the Office Action recognizes that Sundaresan lacks the subject matter of the invention wherein if an overlap region does not exist between the seller lower limit price and the buyer upper limit bid, the system further processes the transaction by setting a theoretical price point between the lower limit price and the upper limit bid. In this context, the Office Action contends that “it would have been obvious for the trading manager of the Sundaresan invention (in general) to set a price point (or points) between the spread of the buyer’s true value and the seller’s true value or to ‘split the middle’ between the true value of the seller and the true value of the buyer because one of ordinary skill in the art would recognize the fact that the use of such a concept by the trading manager would benefit the buyer and the seller.” The Office Action continues by providing that “to employ such a modification would provide equal and mutual satisfaction from both parties for a particular good or service being be [sic] an obvious expedient of Sundaresan’s invention as well as being within the ordinary skill in the art.” By this conclusion, the Office Action renders an important distinguishing feature of the invention as a mere “obvious expedient” of any negotiation system without even a remote reference to such a feature in any of the references of record. Applicant respectfully submits, to the contrary, that if this important feature of the invention would indeed have been obvious to

those of ordinary skill in the art, certainly the Patent Office could identify a single prior art reference that even remotely references some manner of processing a negotiation where an overlap region does not exist between a buyer and a seller.

Moreover, the statement in the Office Action that “such a modification would provide equal and mutual satisfaction from both parties” is suspect since the proposed feature in fact derives a theoretical price point that exceeds a buyer’s maximum and is lower than a seller’s minimum for the product. It is certainly possible that neither party would be satisfied with such a result. The system of the invention generates the theoretical price point to serve as a potential compromise point for further consideration.

Still further, the Sundaresan patent lacks any suggestion to make the modification asserted in the Office Action. In fact, the Sundaresan patent teaches away from such a modification. Sundaresan provides that “when the buyer values a product less than the seller values a product, no trade is possible.” See, column 6, lines 7-8. In a similar context, the Micali patent describes a transaction only where a price point is between the seller reservation price and the buyer reservation price. Neither patent contemplates a manner of processing a transaction when the overlap region does not exist. For this reason also, Applicant submits that the rejection is misplaced.

With regard to claim 13, the Office Action groups this independent claim together with a number of other claims. Claim 13 defines a step of receiving a lower limit price range from the seller via the global network that varies with time This feature of the invention has been discussed repeatedly and is repeatedly overlooked by the Examiner. Neither Sundaresan nor Micali even remotely appreciates this feature of the invention. In a related context, independent claim 14 defines a step of receiving an upper limit bid range from the buyer via the global

network that varies with time This feature is also overlooked in the Office Action and is lacking in the cited references. Although the Office Action provides a vague reference to particular sections in the Sundaresan patent that purport to be the related features of dependent claims 15 and 16, these sections in Sundaresan neither disclose nor remotely suggest any price range or bid that varies with time to an expiration.

With regard to dependent claim 18, the Office Action merely mimics the language of claim 18 and provides no discussion or even a vague reference to any section in either patent that purportedly meets this feature of the invention.

Independent claim 19 defines a computer system incorporating subject matter related to that discussed above with regard to claim 1, and independent claim 25 defines subject matter related to that discussed above with respect to claims 13-16.

With regard to claims 27-30, the Office Action references sections in Sundaresan that purport to meet the database feature of the invention. The seller databases described in Sundaresan, however, merely contain price data for a variety of multi-attribute products. This data enables the system to determine product availability based on purchaser-specified attributes. These seller databases do not in any way relate to information concerning sellers, buyers, products and price points as defined in the claims.

For these reasons also, Applicant respectfully submits that the rejection is misplaced.

Reconsideration and withdrawal of the rejection are respectfully requested.

In view of the foregoing remarks and the Amendment filed May 4, 2005 and remarks therein, Applicant respectfully submits that the claims are patentable over the art of record and that the application is in condition for allowance. Should the Examiner believe that anything

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further is desirable in order to place the application in condition for allowance, the Examiner is invited to contact Applicant's undersigned attorney at the telephone number listed below.

Prompt passage to issuance is earnestly solicited.

Respectfully submitted,

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